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G- 12356

March 30, 2019

Mr. John Saenz, CEO
Mr. Jonathan Villarreal
ZroBlack, LLC
8 The Green, Ste B
Dover, DE 19901
Email: je@zroblack.com
jv@zroblack.com

RE: *Asset Purchase Agreement and other IP matters*

Dear Messrs. Saenz and Villarreal:

I am pleased to confirm our representation of ZroBlack, LLC, regarding the above referenced matter. If the name of the client is incorrect, please let me know. I appreciate your confidence in us and look forward to working with you. This letter, and the accompanying Terms of Engagement, together set forth the manner in which we bill for our legal services and for disbursements, and the general terms of your engagement of Gunn, Lee & Cave, P.C.

Each of the lawyers in our firm has, through experience or training, developed certain expertise. In the interest of promoting efficiency and cost savings to our clients, it is our practice, taking into account the complexity of the matter as well as time and work schedules, to refer matters internally to those attorneys who in our judgment can effectively perform the work. In addition, we employ staff members who are not licensed to practice law but who are capable of performing (under supervision of a licensed attorney) legally related tasks requiring a lower level of experience or expertise so as to facilitate the efficient rendering of services. As a result, in addition to my services, you may find services being performed for you by other individuals within our firm.

Our standard method of computing fees for legal services rendered is to record the time spent by each person performing services, total the time expended at the end of each month, and apply to such time the particular individual's hourly rate. We also bill at flat rates on certain matters. We can provide an estimate of the expected charges upon request.

For your information, I presently charge for my services an hourly rate of \$340 per hour. Other lawyers in the firm charge at rates between \$180.00 and \$460.00 per hour. Rates charged

for our attorneys are reviewed annually on or about January 1. Rate changes that would affect the charges for our services to you will be reflected in your bill. Any expenses advanced on your behalf or internal charges for administrative services which may exceed our direct cost are added to the statement for the month in which such expenses or charges are recorded on our billing system. Invoices for individual expenses, such as deposition transcripts, in excess of \$500 may be sent to you from time to time for immediate payment direct to our suppliers.

You requested I review and assist in negotiating the agreement referenced above. A retainer in the amount of one thousand (\$1,000) dollars is required to secure our services. This retainer will be held in escrow. However, the retainer may be applied as payment of invoices during the representation. In this event, you will need to replenish the retainer amount such that the amount is maintained at \$1,000. At the end of the representation, if all statements have not been paid, the retainer amount will be used to pay outstanding statements. Any unused portion will be returned.

Regarding our billing practices, our standard practice is to bill on a monthly basis. The cost estimates provided to you are estimates and other variables may arise that affect these amounts. Services falling outside the scope of the above-referenced matter will be performed on an hourly rate, as indicated above. The bill is to be paid in thirty (30) days. Among other things, this allows our clients to monitor both current and cumulative legal fees. We request that payment of invoices be made within thirty (30) days of the date the invoice is received and reserve the right, as we do with all of our clients, to suspend or terminate any work in progress in the event timely payment is not made. Moreover, if, during the course of our representation, billing disputes arise which remain unresolved, we reserve the right to withdraw from further representation in a manner consistent with applicable ethical and procedural standards.

Unless you advise us to the contrary, we will use our best judgment in segregating your work into different matters. We urge you to raise questions regarding our invoices as soon as you have any question, so that we can resolve any problems promptly.

We look forward to representing you on the basis set forth in this letter. Should you have any questions about our services, practices or procedures, please let me know. Please note we reserve the right not to begin any work on this matter until we receive the retainer, as discussed above. You may contact our office manager, Ms. Laura Keck, by telephone at the number above, if you would like to pay your retainer with a credit card and she will be happy to assist you. You may also pay online via credit card using the following link:

<https://secure.lawpay.com/pages/gunnleecave/trust>

Alternatively, you may pay using a check or cash. For your convenience, we also accept payment by wire transfer using the information below:

**Frost Bank
P.O. Box 1600
San Antonio, Texas 78296
Routing No. 114000093**

GUNN, LEE & CAVE, P.C.

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Account No. [REDACTED]

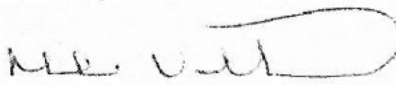
International Swift # [REDACTED]

Account Holder: Gunn, Lee & Cave, P.C.
8023 Vantage Dr., Suite 1500
San Antonio, Texas 78230

After you have read this letter agreement and the accompanying Terms of Engagement, please sign the end portion of this letter and return it to our office with the your retainer.

Thank you for your business.

Sincerely,



Mike Villarreal

MV/rmh

I have read and understand the terms of this letter agreement and the accompanying Terms of Engagement and by my signature below, indicate that I agree and accept their terms.

ZroBlack, LLC


John Saenz, CEO

3-30-19
Date